

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE PLEASANT HILL POLICE ASSOCIATION**

**And**

**THE CITY OF PLEASANT HILL**

**August 1, 2009 through July 31, 2011**

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EXHIBIT B:	MATERNITY LEAVE POLICY

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
PLEASANT HILL POLICE ASSOCIATION  
AND THE  
CITY OF PLEASANT HILL**

**ARTICLE I  
PREAMBLE**

This Memorandum of Understanding ("Agreement") is made and entered into effective August 1, 2009, by and between the City of Pleasant Hill ("City"), and the Pleasant Hill Police Association ("Association").

The purpose of this Agreement is threefold: 1) to promote the improvement of personnel management and employee relations; 2) to provide an equitable and peaceful procedure for the resolution of differences; and 3) to establish rates of pay and other terms and conditions of employment.

The City and the Association agree that all employees of the City share in the important responsibility of providing superior service to the public and that every job and position is considered to be important.

Nothing in this Agreement between the parties shall invalidate or be substituted for any provision in City Resolution No. 25 -77 unless specifically agreed to herein.

**ARTICLE II  
RECOGNITION**

Pursuant to Government Code Section 3500 et seq. and City Resolution No. 25 - 77, the City hereby recognizes the Pleasant Hill Police Association as the bargaining representative for purposes of representing the police employees identified in Article XX in the General Unit with respect to their compensation, hours, and other terms and conditions of employment for the duration of this Agreement.

**ARTICLE III  
DEDUCTION OF DUES**

The City shall deduct dues from police employees and remit said dues to the Association on a semi-monthly basis for the duration of this Agreement. The dues deduction shall not include assessments.

Addition and/or deletion of the monthly dues shall be recorded by the Director of Finance and a notification of all dues transactions shall be sent monthly to the Association President.

The Association shall hold the City harmless from any and all claims related to deducting and remitting the dues referred to in this Article.

#### **ARTICLE IV** **MANAGEMENT RIGHTS/EMPLOYEE RIGHTS**

##### **Section A.**            **Incorporation of Provisions From Resolution No. 25-77**

The following provisions of Resolution No. 25-77 are specifically incorporated into this Agreement:

##### **"SECTION 3.3.        DISCRIMINATION AGAINST EMPLOYEE**

The City and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against employees because of their exercise of their right to refuse to be represented by an organization and their right to represent themselves in their employment relations with the public agency."

##### **"SECTION 4.        MANAGEMENT RIGHTS**

The City of Pleasant Hill retains the sole right to manage its business, expressly those rights designated by law and indicated in the City Ordinances and Resolutions; to maintain order and efficiency in its departments and divisions and to provide systems and procedures to effectuate its business; prepare, establish and reaffirm personnel rules and regulations in handling employee matters utilizing the intent and provisions of this resolution to effectuate said rules and regulations. The City may designate management and confidential positions and restrict employees in such positions from representing any certified or non-certified employee organizations."

##### **"SECTION 5.        EMPLOYEE RIGHTS**

The employees of the City of Pleasant Hill shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. An employee or an employee representative shall have reasonable time off as requested and approved, without loss of compensation or benefits to formally meet and confer with management on matters within the scope of representation."

## **Section B.**

## **Equal Employment Opportunity**

The City is an equal employment opportunity employer. No person shall be discriminated against with respect to his/her employment on the basis of race, color, religion, gender (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, legally protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by federal or California state law.

## **ARTICLE V** **REPRESENTATIVE ROLE**

The Association shall designate employee representatives, at the beginning of the term of this Agreement, for purposes of meeting with Management on terms and conditions of this Agreement or representing employees during the process of handling a grievance. The Board of Directors of the Association may meet individually or collectively to discuss items of grievance and/or provisions of this Agreement. Reasonable time off shall be allowed to meet with Management, to discuss matters of grievance and/or provisions of this Agreement, or to meet and confer as provided by state law.

Regular Association business meetings shall not be held on City time, and City equipment and supplies are not to be used for Association business. City premises can be used for such if scheduled in advance and during the work day. Employee representatives shall notify their immediate supervisor of the time and anticipated duration of such meetings.

The Association is allowed four (4) representatives and one (1) Alternate to meet and confer with Management in order to develop a new Memorandum of Understanding or discuss items contained in the present Memorandum of Understanding.

Any authorized representative of the Association shall have the right to contact individual employees working within the representation unit in any City facilities during business hours on matters within the scope of representation, provided that such contact does not interfere with the operations of the Police Department or City.

## **ARTICLE VI** **SALARIES AND OTHER COMPENSATION**

## **Section A.**

## **Salary Increases**

1. Effective August 1, 2009, members of the Police Association shall receive no salary increase.



2. Effective August 1, 2010, members of the Police Association shall receive a two percent (2.0%) salary increase if the following revenue targets are met:

If, as of August 1, 2010, the City meets or exceeds the budget projection for fiscal year 2009-2010 for both sales and secured property tax revenue as stated in the Biennial Budget adopted by the City Council on June 16, 2008 (Resolution No. 38-08), the City will grant a two percent (2%) salary increase to the membership effective August 1, 2010.

3. The Ten City Salary Benchmark Formula calculation for the benchmark positions of Police Officer and Police Dispatcher II, as described and modified below, will not be used during the term of this contract:

- a. For the purpose of calculating salary increases under the Ten City Salary Benchmark Formula, the City shall review the salaries for the benchmark positions in the following ten comparison agencies: Antioch, Concord, Contra Costa County, El Cerrito, Martinez, Pinole, Pittsburg, Richmond, San Pablo, Walnut Creek.
- b. The survey will utilize a July 15<sup>th</sup> cutoff to determine the date of the last increase to be included in the survey.
- c. An agency's prior year's salary increases shall only be used if the agency has not officially established its annual salary increase by July 15<sup>th</sup> of the current year. If an agency has not established a salary increase for the benchmark position(s) for two years in a row, it will be considered to have adopted a zero percent (0%) increase in the current year.
- d. Once the survey data is obtained, the highest and lowest salary increases shall be discarded, and shall not be included in the calculations described in subparagraph 3.e. below.
- e.. Using the remaining salary increase data obtained from the survey, the City shall calculate annual salary increases. The following calculations are performed for each benchmark position:

**Percent Increase**

- 1) Add the individual percentage increases given by each city to obtain a sum.
- 2) Divide the sum by eight (8). This result is the percentage increase.

### **Salary Increase**

- 1) Add the individual salaries for each city to obtain a sum.
- 2) Divide the sum by eight (8). This result is the average salary.
- 3) Increase the average salary by two and one-half percent (2-1/2%).
- 4) Divide the average salary calculated in #3 by the current salary. This result is the salary increase.

When the benchmark formula is utilized, the higher of the Percent or Salary Increase calculated for Police Officer is the increase provided to all members.

### **Section B. Sergeant Differential**

At each equivalent step, Police Sergeants shall be paid a base salary which is at least fifteen percent (15%) higher than the base salary of Police Officers.

Future salary increases will continue this fifteen percent (15%) minimum differential.

### **Section C. Salary Schedule**

The salary schedule effective August 1, 2009 for the classifications included within the Pleasant Hill Police Association is attached as Exhibit A.

### **Section D. Lump Sum Payment**

The City will pay each member of the Association employed as of August 1, 2009 a lump sum payment of one thousand dollars (\$1,000.00), less legally required taxes and deductions. This payment shall be made on the pay check issued November 5, 2009. The parties understand and agree that this one time payment is not intended to be compensation subject to inclusion in the regular rate of pay for overtime or benefit purposes.

### **Section E. Special Duty Compensation or "Premium Pay"**

**1. Introduction** Employees assigned to certain assignments will be eligible for additional compensation known as premium pay. Employees are only eligible for premium pay compensation for one assignment at a time. The Chief of Police,

**2. Field Training Officer ("FTO")** The Field Training Officer is an Officer or Corporal who has completed a Department-approved FTO Trainer or Instructor's course and has been designated as a FTO by the Department.

The FTO shall receive premium pay of five percent (5%) of his/her base pay for each consecutive four (4) hour assignment when assigned to train full-time sworn officers, provided the FTO has completed a P.O.S.T. FTO course or is a Department-approved FTO. Whenever possible, trainees shall be assigned to qualified FTO's.

**3. Dispatchers** Dispatcher I's and Dispatcher II's, if assigned as trainers, will receive premium pay of an additional five percent (5%) of their base pay for each consecutive two (2) hours of training responsibility. This premium pay is allowed provided the Dispatcher I or Dispatcher II has been selected as a department dispatcher trainer and has completed department-approved trainer courses/programs.

Additionally, Dispatcher I's and Dispatcher II's must also be P.O.S.T. certified dispatchers to qualify for premium pay under this section. The failure of a dispatcher to pass the P.O.S.T. dispatcher certification shall not affect his/her employment status in any way except that, if assigned as a trainer, the dispatcher may not receive premium pay.

**4. Community Service Officers** Community Service Officer I's and II's, if assigned as trainers, will receive premium pay of an additional five percent (5%) of their base pay for each consecutive two (2) hours of training responsibility.

**5. SWAT or TNT Assignment** This assignment has specific and periodic duties. The City will pay the premium pay of five percent (5%) of base pay only under the following conditions:

- a. During training assignment;
- b. During call outs; and
- c. During specific SWAT and/or TNT details.

**6. Special Duty Assignment as a Motorcycle Officer** Officers assigned to the special duty assignment of Motorcycle Officer shall receive additional pay equivalent to three (3) hours each month, *unless* he/she is receiving additional pay as FTO.

**7. Special Duty Assignment as a Canine Officer** Employees assigned to the position of Canine Officer shall receive premium pay of five percent (5%) over base pay. The parties agree that this additional premium pay is compensation for the actual time involved in the care, feeding, exercise, transport and maintenance of the canines. Canine duty pay shall be included in base pay for overtime calculation purposes.

**8. Evidence/Forensics Assignment** Personnel assigned to the position of Evidence/Forensic Specialist shall receive a pay differential of two and one-half percent (2.5%) above base pay, for as long as they occupy the position. This compensation shall be included in base pay for overtime calculation purposes.

**Section F.**                    **Acting Pay**

1. **Generally** An employee who is temporarily assigned duties outside his/her assigned job classification for six (6) consecutive working days or more shall, upon the Chief of Police's approval, be paid acting pay of an additional five percent (5%) of his/her base pay beginning the sixth (6<sup>th</sup>) day the employee performs said duties.
2. **Exception** A Corporal temporarily assigned duties outside his/her assigned job classification shall, upon the Chief of Police's approval, receive acting pay of an additional five percent (5%) of his/her base pay only after twenty (20) working days or more performing said duties, which pay shall be retroactive to the first (1<sup>st</sup>) day the employee performed said duties.

**Section G.**                    **Call Out Pay for Court Appearances**

Subject to the exception noted below, all employees will receive four (4) hours minimum overtime for court appearance or call out if their appearance is necessitated *either* on a regular day off *or* during their normal off-duty time on a regular work day. Where the court appearance occurs after an employee's scheduled shift, the four (4) hour rate will be paid if there is any break in time from the end of the employee's shift to the time of the required court time. If the court time comes prior to an employee's shift, then it must occur more than four (4) hours prior to the beginning of the employee's shift in order for this provision to apply. If the court appearance occurs less than four (4) hours before the start of the employee's shift, then the paid overtime shall be the actual time between the court appearance time and the start of the employee's shift.

All employees will receive two (2) hours minimum overtime for court appearances scheduled on a regular day off or normal off-duty time when the court appearance is canceled less than twenty-four (24) hours prior to the appearance time. For the purposes of this section, off-duty time is all time preceding the employee's first regularly scheduled shift and following the end of his/her last regularly scheduled shift.

**Section H.**                    **Call Out Pay for Training**

Subject to the exception noted below, all employees will receive four (4) hours minimum overtime for training if their attendance at the training is required either on their regular day off or during their normal off-duty time on a regular work day.

Where the training occurs after an employee's scheduled shift, the four (4) hour rate will be paid if there is any break in time between the end of the employee's shift to the time of the required training. If the training occurs prior to an employee's shift, then it must occur more than four (4) hours prior to the beginning of the employee's shift in order for this provision to apply. If the training occurs less than four (4) hours before the start of the employee's shift, then the paid overtime shall be the actual time between the start of the training and the start of the employee's shift.

**Section I.**                    **Educational Degree Incentive Pay for Sworn and Non-Sworn Personnel**

1. All sworn personnel employed by the City as of April 3, 1995 shall be entitled to educational degree incentive pay in addition to their monthly base pay pursuant to the following schedule:
  - a. A.A. Degree or 90 quarter units or 60 semester units      1.25% of base pay/month
  - b. Intermediate POST Cert.      1.25% of base pay/month
  - c. Bachelor's Degree, or 180 quarter units or 120 semester units plus Advanced POST Cert.      5% of base pay/month
  - d. MA/MS Degree and Advanced POST Cert.      7.5% of base pay/month
2. All sworn personnel hired after April 3, 1995, shall be entitled to educational degree incentive pay in addition to their monthly base pay pursuant to the following schedule:
  - a. Intermediate POST Cert.      1.25% of base pay/month
  - b. Bachelor's Degree, or 180 quarter units or 120 semester units plus Advanced POST Cert.      5% of base pay/month
  - c. MA/MS Degree and Advanced POST Cert.      7.5% of base pay/month
3. Non-sworn personnel employed by the City as of November 1, 2009 shall be entitled to educational degree incentive pay in addition to their monthly base pay as follows:
  - a. A.A. Degree or 90 quarter units or 60 semester units      1.25% of base pay/month
  - b. Bachelor's Degree, or 180 quarter units or 120 semester units      5% of base pay/month
  - c. MA/MS Degree      7.5% of base pay/month

## **Section J.**                    **Uniform Allowance**

**1. Time of Payment**    Uniform allowance shall be paid once a year with the August 5th paycheck.

**2. Uniform Allowance for Non-Sworn Personnel**    Non-sworn personnel shall receive a uniform allowance annually, provided all articles of clothing worn as a uniform conform to the standards set by the Chief of Police. The annual uniform allowance paid to non-sworn personnel on August 5<sup>th</sup>, 2009 was seven hundred twenty eight dollars (\$728.00). The City shall adjust this amount to reflect the annual Consumer Price Index for San Francisco, Oakland and San Jose on April 1st of each year.

**3. Uniform Allowance for Sworn Personnel**    Sworn personnel shall receive a uniform allowance annually. The annual uniform allowance paid to sworn personnel on August 5<sup>th</sup>, 2009 was nine hundred seventy one dollars (\$971.00). The City shall adjust this amount to reflect the annual Consumer Price Index for San Francisco, Oakland and San Jose on April 1st of each year.

## **Section K.**                    **Bilingual Pay**

Bilingual pay in the amount of seventy-five dollars (\$75.00) per month shall be paid to qualified, eligible members of the Association. The Chief of Police or his/her designee shall determine eligibility and qualification standards and procedures.

## **Section L.**                    **Vehicles for Investigators**

Each investigator will be assigned a specific unmarked vehicle for his/her use in the follow-up investigation of assigned cases or other assigned duties.

Investigators may drive their assigned vehicles to and from work. Vehicles should be garaged if possible and if not possible, left locked. Persons other than employees will not drive the vehicles.

These assigned vehicles should not be routinely used for transportation during off-duty hours.

Assignment of a city vehicle is intended to be compensation for rotational "on call" duty or assignment.

## **ARTICLE VII** **WORKING CONDITIONS**

### **Section A.**           **FLSA Work Periods; Rest Periods**

1. **Basic Work Period** The basic work period for employees shall consist of a forty (40) hour workweek, unless modified in accordance with the requirements of the Fair Labor Standards Act ("FLSA").

2. **Work Periods for Employees on "3-12" Shift Schedule** In accordance with the FLSA, non-sworn employees working a "3-12" shift schedule will have "52 week/2,080 hour" work periods as set forth in Section 7(b) of the FLSA, rather than 40-hour workweek periods, and shall be paid overtime in accordance with the requirements of Section 7(b). Sworn employees working a "3-12" shift schedule will continue to have 28-day work periods under Section 7(k) of the FLSA rather than 40-hour workweek periods, and shall be paid overtime in accordance with the requirements of Section 7(k).

3. **Rest Period.** Rest periods shall be of a fifteen (15) minute duration, allowing for one (1) rest period each half of the employee's work day.

### **Section B.**           **Overtime Provision**

The City will comply with the Department of Labor guidelines for the administration of the Fair Labor Standards Act, including those guidelines and regulations governing the calculation and payment of overtime. The City affirms that it will follow FLSA rules pertaining to paying overtime and not adjusting work periods to avoid the payment of overtime. The purpose of this is to eliminate random work period/shift schedule adjustments. This does not apply to rescheduling for the purposes of facilitating attendance at training schools or similar activities.

Overtime received for a continuation of a regularly scheduled shift, or preceding a regularly scheduled shift, will be for actual time worked after or preceding the regularly scheduled shift. Actual overtime received will be computed to the nearest fifteen (15) minutes.

### **Section C.**           **Holiday and Compensatory Accumulated Time**

The City will allow employees within the Association to choose, with approval of the Department Head, whether they will be paid or given time off for all holidays, as well as compensatory time earned. All accumulated time under provisions of this benefit shall not exceed a maximum accumulated time of eighty (80) hours.

Once per calendar year, the City will agree to buy back holiday time, or other compensatory time. Hours eligible for this buy back provision must be accumulated

prior to the current pay period. Requests for "buy back" must be submitted prior to the payroll period in which the "buy back" payment is sought.

Compensatory time off ("CTO") requests will be granted in accordance with the current Fair Labor Standards Act ("FLSA") provisions. Compensatory time off requests requiring the Police Department to assign overtime in order to maintain minimum staffing levels will be limited to one person per shift. All requests requiring overtime in order to maintain minimum staffing levels will be submitted twenty-one (21) calendar days in advance of the requested date. Requests for compensatory time off will be approved on a first-come first-served basis. Requests submitted on the same date for the same day off will be approved based upon rank and seniority.

No compensatory time off (CTO) request shall be granted where it comes in conflict with a previously granted vacation leave request of another employee, when overtime limitations as defined above have already been reached. A previously approved vacation (of thirty-six (36) hours or more) shall always supersede a CTO request of twelve (12) hours or less. If a CTO request does not force a second overtime requirement for a shift, then both may be granted. This amendment shall supersede the twenty-one (21) calendar day requirement if there is a conflict.

The provisions of this section will be subject to the Department of Labor's guidelines implementing the Fair Labor Standards Act.

## **Section D. Payroll Issues**

**1. Payment of Wages When Transitioning To or From Daylight Savings Time** In the Spring, when transitioning to Daylight Savings Time (DST), employees working during the one (1) hour transition from Standard Time to DST will be paid only for hours actually worked. Employees working on a shift which includes the one (1) hour transition, shall use their accrued compensatory time, vacation time or holiday time to make up the lost work hour. Alternatively, the City may require the employee to work one (1) additional hour.

In the Fall, when transitioning from DST, employees working during the one (1) hour transition will be paid for all hours worked, and will be compensated at overtime pay rates or be credited equivalent compensatory time for the DST transition and any other overtime worked.

**2. Procedure for Handling Overpayments of Wages** Following notice to the overpaid employee, the employee shall have two (2) weeks in which to submit in writing a request for a grace period for repayment. The grace period shall not exceed one (1) pay period for each twenty-five dollars (\$25.00) owing. For example, if the amount of the overpayment was one hundred twenty five dollars (\$125.00), the maximum length of the grace period would be five (5) pay periods.



example, if the amount of the overpayment was one hundred twenty five dollars (\$125.00), the maximum length of the grace period would be five (5) pay periods.

The overpaid employee's written request for a grace period must be acknowledged in writing by the Finance Department to be effective.

No grace period shall be allowed for an overpayment of one hundred dollars (\$100.00) or less for sworn personnel or fifty dollars (\$50.00) or less for non-sworn personnel.

If an overpaid employee does not make a written request for a grace period as set forth in this section, then the overpaid monies shall be repaid to the City in such manner as the City deems appropriate.

Upon separation of employment, the overpaid employee's grace period is automatically terminated and any remaining amounts of overpayments shall be deducted from the separated employee's final paycheck.

#### **Section E.**            **Provision of Meals During Emergencies**

1. The City will provide a meal to employees working under emergency circumstances. The meal may be provided at a pre-designated restaurant, as a box lunch or equivalent, or through reimbursement up to fifteen dollars (\$15.00) per allowed meal including tax and tips upon production of a valid receipt.
2. For purposes of this section, "emergency circumstances" means an immediate response or holdover to a police department-authorized call outside of the employee's regular work shift for three (3) hours or greater duration when the responding employee has had no time or opportunity to prepare or obtain a meal. Emergency circumstances do not include overtime court appearances, or previously scheduled overtime. Previously scheduled overtime is overtime scheduled with four (4) or more hours notice.
3. Employees eligible for a meal under emergency circumstances under this section will be granted a 45-minute meal break for their meal subject to call back. If the eligible employee is assigned to a fixed position, and relief is not possible, the meal will be provided to the employee on site when the nature of the operation permits.
4. The Chief of Police or his/her designee shall have discretion to determine whether this provision shall be applied.

**ARTICLE VIII**  
**HEALTH AND SAFETY**

**SECTION A.**      **General**

The City shall comply with all applicable Federal, State, and City safety laws and regulations and shall furnish to all employees all safety equipment required by law.

**SECTION B.**      **Hepatitis Vaccinations**

1. The City and the Association recognize that employees assigned to this bargaining unit are subject to a greater occupational risk of exposure to the hepatitis viruses. The City and the Association further recognize that it is in both the City's and Association members' benefit to vaccinate against the hepatitis viruses.

2. To minimize the risk of contracting hepatitis, all Police Officers, Corporals, Sergeants, Community Service Officers and any other non-sworn member of the Association who perform matron duties or other duties that raise their risk of exposure to hepatitis are to be offered the option of receiving hepatitis vaccination(s) at the City's expense. Booster vaccination(s), if deemed necessary by competent medical advice, shall also be provided at the City's expense at appropriate intervals.

3. Newly hired employees in the above-listed classifications shall be advised in writing by the Human Resources department of the employee's option to receive hepatitis vaccination(s) at City expense. If the employee exercises his/her option, the vaccination process shall begin within 90 days of the new employee's notification to the Human Resources department of his/her wish to receive the vaccination(s).

4. The vaccinations shall be conducted in an approved medical manner by health care professionals at a facility determined by the City.

**ARTICLE IX**  
**LEAVES OF ABSENCE AND OTHER TIME OFF**

**Section A.**      **Sick Leave.**

1. **Accrual and Use of Sick Leave** Employees earn sick leave with pay at the rate of eight (8) hours per calendar month of service. Full sick leave is earned by each employee on paid leave of absence. An employee may take paid sick leave beginning the first month of employment. Sick leave is not earned by an employee on unpaid leave of absence, nor by an employee on leave covered by the City's private disability plan.

## **2. Payment for Accrued, Unused Sick Leave**

### **a. Annually**

An employee eligible to accrue sick leave is entitled to receive, on either the December 5<sup>th</sup> pay day or the January 5<sup>th</sup> pay day, a cash payment in the amount of twenty-five percent (25%) of the sick leave accrued and unused during that calendar year, provided that the employee shall have to his/her credit on November 30<sup>th</sup> not less than thirty (30) days of unused sick leave. The rate of pay for this purpose is the rate of pay as of November 30<sup>th</sup>. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

An employee who does not opt for cash payment may convert twenty five percent (25%) of the unused portion of the sick leave accrued in the current calendar year to additional vacation time.

An employee may elect to retain accrued sick leave in lieu of payment or conversion to vacation leave.

### **b. Upon Separation From Employment**

If, after five (5) years of service from the date of employment, an employee in good standing is terminated because of retirement, voluntary resignation or abolishment of position, payment to the employee for accumulated sick leave shall be to a maximum of twenty-five (25) days, paid at the rate of one (1) day for each four (4) days of unused sick leave.

### **c. Upon Death While Still Employed**

Sick leave payment for Sworn Officers upon death prior to retirement shall be as follows:

In the event of death in the line of duty, as stipulated in the case's Medical Report, payment shall be one hundred percent (100%) of accumulated sick leave. Payment shall be made at the rate of the employee's salary at the time of death.

In the event of a death due to any other circumstance prior to the eligibility date for normal service retirement, payment shall be provided as in Section A.2.b. of this Article (above). If such death occurs when the employee is eligible for retirement, and he/she would have been eligible for the benefits provided under Section A.2.d.(1) or Section A.2.d.(2) of this Article (*see below*), then those benefits shall apply.

**d. Paid Sick Leave/Medical Plan Following Service Retirement**

When an eligible employee retires, one hundred percent (100%) of his/her accrued sick leave is reported to PERS for purposes of calculating PERS retirement service credit pursuant to PERS regulations. In addition, eligible employees may qualify for the sick leave conversion benefits specified in subsections (1) or (2) below.

**(1) Medical Premium Payments for a 20 Year Employee After Service Retirement**

The sick leave conversion plan for an employee who has worked with the City of Pleasant Hill for twenty (20) or more years, regardless of age, and who elects to take a service retirement is as follows:

One hundred percent (100%) of the employee's accrued sick leave at one hundred percent (100%) of the last day worked salary, calculated at net present value as of the date of retirement, shall be contributed to the employee's ICMA VantageCare Retiree Health Savings Plan ("RHS Plan") account pursuant to the Police Association's RHS Plan adoption agreement. Upon exhaustion of the accrued sick leave funds in the employee's RHS Plan account, the City shall contribute an additional two (2) years of medical premium payments.

This section shall be used in addition to the use of sick leave credit for retirement purposes as provided by the City contract now in force with the Public Employees' Retirement System.

**(2) Medical Premium Payments for a 15 to 20 Year Employee After Service Retirement**

The sick leave conversion plan for an employee who has worked with the City of Pleasant Hill for fifteen (15) or more years, but less than twenty (20) years, and who elects to take a service retirement is as follows:

After reaching age 50, fifty percent (50%) of the employee's accrued sick leave at twenty-five percent (25%) of their last day's salary, calculated at net present value as of the date of retirement, shall be contributed to the employee's RHS Plan account pursuant to the Police Association's RHS Plan adoption agreement. Upon exhaustion of the accrued sick leave funds in the employee's RHS account, the City shall contribute one (1) additional year of medical premium payment.

**(3) Reversion of Funds**

In the event the employee dies before exhaustion of the funds in the employee's RHS Plan account, and leaves no surviving spouse or dependents, the remaining funds shall revert back to the City.

**e. Paid Sick Leave/Medical Plan Following Disability Retirement**

An employee who is awarded a disability retirement from the City of Pleasant Hill after five (5) consecutive years of service, but who is still employable in another type of occupation, will be eligible for medical insurance premiums paid by the City for one (1) year following the date of retirement or until re-employed, whichever comes first.

If the employee is unemployable in any type of occupation the City will pay the medical insurance premiums for a maximum of five (5) years.

**Section B.            Vacation Leave**

**1. Earning of Vacation Leave.** Vacation leave is earned by employees, including employees on either sick or vacation leave, at the following rate:

YEARS OF SERVICE	VACATION DAYS PER YEAR
1	12
2	12
3	12
4	15
5	15
6	15
7	16
8	16
9	16
10	18
11	18
12	18
13	18
14	18
15	21
16	21
17	21
18	21
19	21
20+	23

**2. Payment for Accrued, Unused Vacation Leave.** Upon written request by the employee, City will buy back accrued, unused vacation hours provided the employee has used a minimum of thirty-six (36) consecutive hours of vacation during the twelve (12) months prior to the date of the request.

Additionally, the employee must have at least sixty (60) hours of accrued vacation leave at the conclusion of the vacation buy back transaction.

The written request for the vacation buy back must be submitted to the Personnel Officer by the twenty-fifth (25th) day of the month preceding the date on which the employee is requesting the payoff.

Only hours which were accumulated prior to the last day of the month preceding the date of the request are eligible for the vacation buy back. Vacation buyback shall be limited to two requests per fiscal year.

### **Section C.**            **Holidays**

Employees who work a normal work week Monday through Friday will calculate holidays in the following manner:

- 1) If a holiday falls on Sunday, the following Monday is considered as the holiday;
- 2) If a holiday falls on Saturday, the preceding Friday is considered as the holiday.

An employee who wishes to observe days significant to his/her race or religion may do so with the approval of his/her Department Head. This time off will be charged to compensatory time, as defined in "Personnel Rules and Regulations", or vacation.

#### **HOLIDAYS**

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Eve Day

Christmas Day

#### **DATES**

January 1  
Third Monday in January  
February 12  
Third Monday in February  
Last Monday in May  
July 4  
First Monday in September  
Second Monday in October  
November 11

If such holiday falls on a Saturday or Sunday, it shall be taken on the preceding Friday.

**Section D.**                    **Personal Leave Day**

One floating Personal Leave Day may be taken by the following classes: Dispatcher I and Dispatcher II, Community Service Officer I and Community Service Officer II. The Personal Leave Day must be taken as a full day and as time off and it may not be traded for cash payment.

**Section E.**                    **Maternity Leave**

The City will provide maternity leave in compliance with state and federal law and any City policy adopted with respect to maternity leave. See Exhibit "B" – attached.

**Section F.**                    **Medical Leave**

An employee who experiences a continued illness beyond the expiration of his/her sick leave may then charge the absence to either accrued compensatory time or vacation time.

After a thirty (30) day waiting period, non-sworn employees may elect to apply for disability insurance. Sworn employees must use accrued sick leave for a minimum of (60) days prior to applying for disability insurance. At the employee's option, and with the approval of the Personnel Officer, an employee may elect to continue the use of his/her sick leave prior to applying for disability coverage.

**Section G.**                    **Family and Medical Leave**

The City will provide family and medical leave in compliance with state and federal law and any City policy adopted with respect to family and medical leave.

**Section H.**                    **Personal Leave of Absence**

A personal leave of absence is defined as a privilege which may be granted to an employee wishing to leave the City service without pay and in good standing for a limited period. The employee must submit a written request to his/her Department Head for such leave, stating the date of leave and the reason.

A Department Head may grant an employee a leave of absence for not more than ten (10) days when it is in the best interest of the City. An approved leave of absence for the purpose of additional job related education or training is an example of this practice.

The City Manager must approve a leave of absence without pay which exceeds ten (10) days.

**Section I.**                    **Military Leave**

The City will provide military leave in compliance with Federal and California state law and any City policy adopted with respect to military leave.

**Section J.**                    **Jury Leave**

An employee is entitled to receive jury leave with full pay, if he or she remits to the City all compensation received from jury duty. Compensation for mileage is not considered compensation for jury duty. The employee may elect to retain jury duty compensation, but is not entitled to salary while on jury leave.

**Section K.**                    **Workers Compensation Leave**

If an employee is incapacitated by sickness or injury received in the course of his/her employment, he/she shall be entitled to the benefits provided for him/her under California Labor Code Section 4850, et seq., in lieu of sick leave.

When a non-sworn employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the employee shall continue to receive pay in the amount of his/her monthly rate up to, but no longer than sixty (60) calendar days.

When a sworn employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the employee shall continue to receive pay in the amount of his/her monthly rate up to, but no longer than, three hundred sixty-five (365) days, in accordance with California Labor Code Section 4850.

**Section L.**                    **Bereavement Leave**

A regular scheduled employee may be granted up to four (4) days of leave of absence with pay by the Chief of Police or his/her designee because of death in the immediate family. For purposes of this Section only, "day" means the normally scheduled hours the employee works in one day.

**Section M.**                    **Immediate Family**

The immediate family of an employee includes his/her mother, stepmother, father, stepfather, husband, wife, son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent in-law, domestic partner (upon submission of an affidavit), domestic partner's parents, domestic partner's grandparents, domestic partner's siblings, and domestic partner's children.



## **ARTICLE X** **BENEFITS**

### **Section A.**            **Medical Plan**

The City shall continue to provide medical coverage to members of the Association up through full family coverage. Every effort will be made to continue to provide two carriers for medical coverage. Members of the Association shall contribute fifty-five dollars (\$55.00) per month towards the premium costs for such coverage.

The City shall deduct said contributions from employees' pay on a semi-monthly basis.

If an employee returns from Medical Leave, the City agrees to re-enroll the employee immediately in any plan applicable hereunder, should re-enrollment be necessary.

### **Section B.**            **Deferred Compensation – In Lieu of Medical**

Upon proof to the Personnel Officer of medical coverage from another source, employees may elect to have the City pay \$200.00 per month on their behalf into the City's Deferred Compensation Plan in lieu of the City's contribution to the employee's medical plan. Such employees shall not be required to make the contributions to medical premiums described in Section A of this Article.

### **Section C.**            **Dental Insurance**

The City will pay the full cost of the following dental plans: (1) \$1500 maximum per year per employee or eligible dependent "dental only" plan; and (2) combination \$1,000 per year dental/\$1,000 per lifetime orthodontic plan. Employees may enroll themselves and their eligible dependents in one or the other of these two plans. The parties agree to search for another combination dental/orthodontic plan that provides a higher dental benefit than the current combination dental/orthodontic but costs no more than the dental only plan.

### **Section D.**            **Vision Plan**

The City agrees to provide Association employees and their dependents with a vision insurance plan that will allow one (1) examination, and one (1) pair of eye glasses or one (1) pair of contact lenses on an annual basis.

## **Section E.**            **Life Insurance**

The City agrees to continue to pay the total premium costs for \$50,000 decreasing term Life Insurance on the life of each employee for the length of this Memorandum of Understanding.

## **Section F.**            **Disability Insurance**

### **1. Disability Insurance for Non-Sworn Personnel**

- a. During the first thirty (30) days of disability, a non-sworn employee is required to utilize sick leave or, if the employee does not have the required thirty (30) days of sick leave time, he or she may use accumulated vacation credits to cover that first thirty (30) days.
- b. If the employee is still disabled after thirty (30) days, he or she qualifies for the continuation of regular salary payments until the first Long Term Disability (L.T.D.) check is received. However, upon receipt of the first disability check, the employee must reimburse the City for any overpayment.
- c. The Long Term Disability (L.T.D.), which begins after the thirty (30) day waiting period, is adjusted annually on August 1 to concur with the Ten City Salary Benchmark Formula (see Article VI). While an employee is on disability the City will continue to pay the medical, dental and life insurance premiums for the employee. The City agrees to pay the total cost of L.T.D. premiums. The L.T.D. Plan will pay sixty-six and two-thirds percent (66-2/3%) of the employee's base salary.

### **2. Disability Insurance for Sworn Personnel**

L.T.D. for sworn personnel is provided through a contract with PORAC for Sworn personnel. While an employee is on disability, the City will continue to pay the medical, dental and life insurance premiums for the employee. The City agrees to pay the total cost of the L.T.D. payments.

Effective November 1, 2007, L.T.D. coverage for sworn officers shall be provided through PORAC's partially self-funded plan to be paid by the City. The savings attributable to the switch to this less expensive L.T.D. plan shall be divided evenly among the Association's entire membership (sworn and non-sworn), and contributed to the members' retirement health savings plan through ICMA. To determine what the contribution will be the first year, the parties will look at the actual premium costs for the current L.T.D. plan and partially self-funded L.T.D. plan as of November 1, 2007. The difference between the two shall be the amount

divided evenly among the members' ICMA VantageCare Retirement Health Savings Plan ("RHS Plan") accounts, on a monthly basis. Each succeeding year, the parties will look at what the cost of the current L.T.D. plan would have been to the City and subtract the cost of the partially self-funded L.T.D. plan. Any savings or additional costs will be split evenly between the City and the Association, and the resulting amount will be divided evenly among the members' RHS Plan accounts, on a monthly basis.

**Section G.**                    **Money Purchase Plan (401(a) Plan)**

City and employee will contribute equally into a 401 (a) Money Purchase Plan. No city contribution will be made if the employee chooses not to contribute.

Effective August 1, 2009, the maximum percent contribution shall continue to be three percent (3.0%) for sworn members of the Police Association and the maximum percent contribution for non-sworn members of the Police Association shall continue to be four percent (4.0%).

**Section H.**                    **Deferred Compensation (457 Plan)**

Each employee shall have the option of making monthly contributions to the City's Deferred Compensation Plan.

**Section I.**                    **Retirement**

The City will continue to provide retirement benefits under the City's present contract with the Public Employees' Retirement System for Sworn and Non-Sworn personnel. This contract includes, but is not limited to, "Single Highest Year" retirement benefit computation, 3%@50 for sworn personnel and 2%@55 for non-sworn personnel, and the benefits of Government Code Section 20636(c)(4) for reporting the value of normal member compensation to P.E.R.S. (e.g., "EPMC) for Sworn and Non-Sworn personnel. The City will contribute seven percent (7%) of the base salary for Non-Sworn personnel for the employees' share of contribution to the Public Employees' Retirement System. The City will contribute nine percent (9%) of the base salary to the Public Employees' Retirement System for Sworn personnel.

**Section J.**                    **Educational Expense Reimbursement**

The City agrees to provide reimbursement to Association members for educational expenses as follows:

1. The course or courses taken must: (a) relate to the employee's job or be a part of a degree program which has application to City service; and (2) be approved by the Chief of Police.

2. If the requirements in Section J.1. are met, the City will reimburse the employee for books and technology upgrades or additions, and will also pay the employee eighteen dollars (\$18.00) per month per credit unit for tuition, up to a maximum of nine (9) units per semester or quarter, provided the total amount paid to the employee for all of these items (including the \$18 per month per credit unit) does not exceed five hundred dollars (\$500.00) per semester or quarter, and two thousand dollars (\$2,000.00) per calendar year overall.

3. To be reimbursed for tuition, books, and technology upgrades or additions, the employee must provide proof satisfactory to the City that the employee is actually enrolled in the course(s), and that the books, technology upgrades and/or technology additions are in fact required for the course(s) being taken. Such proof includes, but is not limited to, purchase receipts, course syllabus, written requirements, and/or written confirmation from the instructor.

4. This educational reimbursement shall remain in force throughout each year of education, providing the employee meets the conditions for payment. If the employee fails to complete the unit work, the employee will be required to reimburse the City for any amount received and not entitled to.

## **ARTICLE XI**

### **SPECIAL DUTY SELECTION PROCEDURE**

#### **Section A.            Screening and Selection**

The following screening process shall be used when selecting Officers for specified special duty assignments, including Field Training Officers. This does not include the assignment or reassignment of any sergeant or corporal to a special duty assignment.

1. The Chief of Police or his/her designee shall post announcements of Special Duty Assignments at least two (2) weeks prior to the beginning of the screening process. The examination announcement shall describe the minimum qualifications and the desired qualifications of the position.
2. Applicants shall submit an interest memo to the Chief of Police or his/her designee. The memo shall describe the applicant's experience and qualifications.
3. The selection process will consist of the following steps:

- a. Evaluation of the application to ensure that minimum qualifications are met.
  - b. Written evaluation of all qualified applicants by all available department supervisors (Sergeants). This evaluation will account for fifty percent (50%) of the total score.
  - c. Oral interview to measure job knowledge, education, job performance, and past work experience. This portion will account for fifty percent (50%) of the total score. The oral interview panel shall be comprised of persons who have not participated in the written evaluation.
4. An Appointment List shall be established and shall remain in effect for one (1) year unless exhausted or extended by the Chief of Police for a period not to exceed six (6) months.
5. Appointments shall be made from the top three (3) candidates on the appointment list. Any list with less than three (3) candidates may be declared void by the Chief and the process begun again.

**Section B.**                      **Duration of Special Duty Assignments**

Length of appointment shall be as follows (in years):

ASSIGNMENT	MINIMUM	MAXIMUM
Detective	2	3
Detective Corporal	1	2
Detective Sergeant	1	2
Community Resource Officer	2	3
School Resource Officer	2	3
DARE	2	3
CCCNET	2	3
Motorcycle Officer	4	5
Traffic Sergeant	1	2
Report Review	1	2
Detective CSO	1	2
Patrol CSO	1	2
Canine Officer	Service life of the canine	Service life of the canine
Evidence CSO	4	5
Training Sergeant	2	3
Field Evidence Technician (C.S.I.)	1	N/A
Departmental Instructor	1	N/A

section, assignment to the SWAT or TNT team does not count as a special duty assignment.

**Section C.**                    **Temporary Appointments**

Temporary appointments to special duty may be made by the Chief pending the completion of a normal selection process, or for other purposes of a limited nature.

Temporary appointments to special duty assignments may be made of persons assigned to "modified duty" for medical or administrative reasons.

In the event there are no applicants for a special duty assignment, the Chief may make a temporary appointment.

**Section D.**                    **Miscellaneous Provisions**

All personnel holding special duty assignments as of the date of this Agreement shall be grandfathered into the assignment.

Assignments to the SWAT or TNT team shall be effective until relieved.

Rotations of special duty assignments shall run concurrently with patrol rotations. This may be varied by the Chief of Police with notice to the Association, based upon the needs of the organization.

**ARTICLE XII**  
**NOTICE OF LAYOFFS**

The City shall give reasonable notice to the Police Association before effecting any layoffs which materially affect employees represented by the Association under this Agreement. Upon receiving such notice, the Association may meet and confer with the City regarding the effect of the layoff(s).

**ARTICLE XIII**  
**DISCIPLINE & GRIEVANCE PROCEDURES**

The provisions contained within Rule 13 of the City's Personnel Rules and Regulations, "Disciplinary Action" and Rule 17 of the City's Personnel Rules and Regulations, "Grievance Procedure", shall apply as stated and as they may be amended from time to time. For convenience the current rules are duplicated below:

## **RULE 13**

### **DISCIPLINARY ACTION**

- 13.1 Introduction. The appointing authority shall have disciplinary and removal authority and responsibility, and shall be allowed full freedom in his/her action on such matter, but subject in all respects to these rules and regulations, and to prior notification of the Personnel Officer and approval of the City Manager. It is the intent and spirit of these rules to provide a fair and just approach to municipal employment in order that the City employees and officers may be selected on the basis of merit, but in no sense to handicap or curtail management in securing sufficient service. All persons holding positions in the permanent classified service shall be subject to suspension without pay for a period not to exceed thirty (30) calendar days within a fiscal year and also to demotion or removal from office or employment for misconduct, incompetency, inefficiency, or failure to perform duties or to observe the rules and regulations of the City, Department, or Office, but subject to the right of appeal of the aggrieved party to the appropriate appeal processes.
- 13.2 Authority to Discipline. The appointing authority shall have the power and duty to take disciplinary actions pursuant to provisions of this rule; provided, however, that when a Department Head is the appointing authority, prior notification must be given to the Personnel Officer and approval of the City Manager must be obtained prior to taking the action.
- 13.3 Grounds for Disciplinary Action. The extent of the disciplinary action shall be commensurate with the offense, and the employee's prior employment history may be considered as pertinent in the determination. Just cause for disciplinary action may include, but is not limited to, any one or a combination of the following: .
- 13.3a Fraud or deceit in securing employment, including but not limited to making a false or misleading statement in an interview or on an application for employment or on any supporting documents furnished with or made a part of any application.
  - 13.3b Incompetency such as failure to comply with the minimum standard of an employee's position for a significant period of time.
  - 13.3c Inexcusable neglect of duty, such as failure to perform duties required of an employee within his/her position.
  - 13.3d Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.
  - 13.3e Dishonesty involving employment.

- 13.3f Unless authorized to do so, consuming, possessing an open container of, or being under the influence of, an alcoholic beverage while on duty. And/or, illegally using, consuming, injecting or otherwise ingesting, possessing, being under the influence of, selling or offering for sale, while on duty, any controlled substance as that term is defined in the California Health and Safety Code.
- 13.3g Addiction to the use of any "controlled substance" as that term is defined in the California Health and Safety Code or habitual use of alcoholic beverages, narcotics, or any habit-forming drugs. Any violation of the City's Drug Free Workplace Policy.
- 13.3h Inexcusable absence without leave, including failure to return to work as scheduled upon expiration of an authorized leave of absence.
- 13.3i Conviction of a felony, or a misdemeanor involving moral turpitude .
- 13.3j Discourteous treatment to any member of the public or to any other employee or official of the City, including but not limited to the use of obscene or abusive language in the presence of others.
- 13.3k Improper or unauthorized use or possession of City property.
- 13.3l Violation of any of the rules, regulations, policies or procedures of any department or the City.
- 13.3m Any conduct which either during or outside of duty hours is of such a nature that it impairs, disrupts, or causes discredit to the public service of the City, including any such effect on the employee's department or division. Failure to maintain proper decorum during working hours which impairs, disrupts, or causes discredit to the public service of the City, including any such effect on the employee's department or division.
- 13.3n Use of sick leave or medical leave or family leave except in compliance with these Rules, the provisions of an applicable M.O.U. or any City policy. An example is taking sick leave without a doctor's certificate when one is required.
- 13.3o Knowingly failing to follow the procedures governing grievance.
- 13.3p Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.



- 13.3q Mental or physical infirmity or defects which render the employee unfit for the proper performance of his/her duties, with respect to the Americans with Disabilities Act.
  - 13.3r Off-duty employment not specifically authorized by the appointing authority or the City Manager.
  - 13.3s Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation by an employee for the performance of his/her official duties.
  - 13.3t Falsification of any City report or record, or of any report or record required to be filed by the employee.
  - 13.3u Violation of any of the provisions of City Ordinances, Resolutions, or any rules, regulations, policies or procedures which may be prescribed by the City Council, or City Manager or Department Head.
  - 13.3v Violation of City Policy on Sexual Harassment as determined by the City Manager, after hearing the facts, as spelled out in the Complaint Procedure Section.
- 13.4 Kinds of Action. The disciplinary action may be reprimand, suspension without pay, disciplinary demotion, reduction in step, dismissal, or any appropriate combination of these.
- 13.4a Deficiencies. Appointing authorities and supervisors shall discuss deficiencies in performance, conduct, and other matters with subordinates within a reasonable period of the time they are observed, pointing out corrective action the employee should take. As may be reasonable under the circumstances in the judgment of the supervisor or appointing authority, sufficient time for improvement shall precede formal disciplinary action. A confidential written record shall be made of such conference and shall be placed in employee's personnel file. Such notification of deficiencies does not constitute a disciplinary action under these Rules and Regulations.
  - 13.4b Written Reprimand. An appointing authority may reprimand a subordinate for cause. Such reprimand shall be in writing and be addressed to the employee. The employee shall be given the opportunity to respond in writing to the reprimand. A signed copy of the reprimand and of any written response by the employee shall be delivered to the Personnel Officer along with a narrative report of the case for inclusion in the employee's personnel file.

13.4c Suspension Without Pay. A City employee may be suspended without pay by the appointing authority, after careful investigation, for a period of up to but not exceeding thirty (30) calendar days within a fiscal year as a disciplinary measure, for cause.

13.4d Disciplinary Demotion. An appointing authority may demote an employee in pay range and/or salary of up to fifteen percent (15%) in any continuous twelve (12) month period for disciplinary reasons.

13.4e Dismissal. An appointing authority may terminate any employee who lacks permanent status, without cause. Such a termination does not constitute a disciplinary termination (also termed a Dismissal or Discharge) under these Rules.

An appointing authority may terminate a permanent employee under these Rules for just cause.

13.4f Reduction in Step Within Range. The withdrawal of increments granted for merit, efficiency and length of service. Reduction in pay is effective at the beginning of the next payroll period following the effective date of the disciplinary action. Reduction may be permanent or temporary.

13.5 Effective Date of Disciplinary Action. The time designated by the person authorizing the action.

13.6 Policy and Procedure for Disciplinary Action. Prior to the suspension without pay, demotion, reduction in step within range, or discharge, of any employee for disciplinary purposes, the procedure set forth in this Rule 13.6 shall be complied with.

13.6a Written Notice. Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the action; the charge(s); the effective date(s) ; notice of the employee's right to respond either orally or in writing; the date, time, place and person to whom response may be made; and notice that failure to respond within the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

13.6b Employee Review. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and, if practicable, the employee shall be supplied with a copy of the documents.

13.6c Employee Response. Within five (5) working days after the employee has had the review opportunity provided above, the employee shall

have the right to respond, orally or in writing, or both, at the employee's option.

13.6d Relief of Duty. Notwithstanding the provisions of this Rule, upon the recommendation of the Department Head and notification of the Personnel Officer, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken.

13.6e Representation. In the pre-disciplinary procedure, the employee may be represented by an officer of the recognized employee group under whose representation the employee's classification falls, or by another representative of the employee's choice.

13.7 Notice of Disciplinary Action. Within ten (10) working days after the employee has had an opportunity to respond, the appointing authority shall notify the employee and the Personnel Officer in writing of the disciplinary action to be imposed upon the employee, the reasons for the disciplinary action, and the effective date of the disciplinary action. The notice shall also advise the employee of his/her right to appeal.

13.8 Post-Disciplinary Appeal Procedure. An employee may appeal a discharge, demotion, reduction in step within range, or suspension without pay to the City Manager by filing a written request with the Personnel Officer within five (5) working days of the date of the Notice of Disciplinary Action. The appeal shall include the reasons for the appeal. The employee may withdraw the appeal at any time by notifying the City Manager in writing.

#### 13.8a Appeal to City Manager

13.8a (1) Within ten (10) working days of the written request for appeal, the City Manager shall set a date for the appeal hearing and shall provide written notice of the date, time and location of the meeting to the employee, Department Head and Personnel Officer.

13.8a (2) The employee may be represented by any person of his/her choosing at the appeal hearing. The employee and his/her representative may use a reasonable amount of work time as determined by the appropriate Department Head for the preparation and presentation of the appeal.

13.8a (3) At the appeal hearing, the employee has the right to introduce relevant oral and written evidence on his/her behalf, and to confront and cross-examine adverse witnesses.

13.8a (4) The City Manager shall render a written decision within five (5) working days from the date of the conclusion of the appeal meeting.

13.8a (5) With respect to demotion, reduction in step within range or suspension of five (5) days or less the decision of the City Manager shall be final.

13.8a (6) With respect to termination or suspension of more than five (5) days, the employee may elect binding arbitration pursuant to Rule 13.8b Binding Arbitration by submitting a written request to the City Manager within five (5) days of the City Manager's decision.

#### 13.8b Binding Arbitration

13.8b (1) Within ten (10) working days of the written request for appeal, an impartial Hearing Officer shall be selected from a list of names submitted by both parties. In the event the parties are unable to agree upon a mutually acceptable hearing officer, the matter shall be submitted to the American Arbitration Association (AAA). The Hearing Officer should have experience conducting similar types of appeals and will establish procedures for conducting the hearing.

13.8b (2) The cost of the Hearing Officer shall be shared equally by both parties.

13.8b (3) The Hearing Officer shall render a written decision to both parties within twenty (20) working days from the date of the conclusion of the appeal hearing unless a different time frame is agreed upon between the parties.

13.8b (4) The decision of the Hearing Officer shall be final.

#### 13.9 Reimbursement for Loss of Pay.

13.9a If the disciplinary action is subsequently revoked or modified, the employee is entitled to reimbursement for loss of City pay, if any. Reimbursement is limited to the period of time between the effective date of disciplinary action and the date of final decision on the appeal.

13.9b No reimbursement may be made for any portion of the period during which the employee was not ready, willing and able to perform the duties of his/her position.

## **RULE 17**

### **GRIEVANCE PROCEDURE**

The following provision shall be applicable to employees under these Rules.

#### **17.1 Purpose**

The purposes of this grievance procedure are to:

- a. Promote full communication between the City and its employees by providing a reasonable method of resolving disputes regarding wages, hours and other terms and conditions of employment.
- b. Assure the employee of a prompt and fair discussion on the issue involved.
- c. Provide that complaints are settled as near as possible to the point of origin.
- d. Encourage the prompt resolution of problems and complaints.
- e. Enable employees to make their complaints known by orderly process.
- f. Provide that complaints are heard and settled informally.

#### **17.2 Statement of City Policy**

Retaliatory or discriminatory action for using this procedure or discrimination in the application of a rule or policy is prohibited.

#### **17.3 Applicability**

This rule applies to (a) an individual's complaint or problem which arises from the application of administrative regulations, or from working conditions or personal conflict; or (b) a difference between the City and a recognized employee organization in the interpretation, application or alleged violation of these rules or a current memorandum of understanding.

The grievance procedures do not apply to:

- a. disciplinary actions, which are governed by Rule 13;
- b. the determination of the contents of a job classification or a decision to reclassify a position;

- c. the determination of procedures and standards for employment and promotion;
- d. items which require capital expenditure;
- e. items subject to the meet and confer process as defined in the California Government Code;
- f. all City rights reserved in the City's employer-employee relations resolution.

#### 17.4 Form of Complaint

An employee (the complainant) may present his/her complaint or problem verbally or in writing. If presented verbally, the complainant may submit the complaint in writing at any stage. The Supervisor, Department Head or Personnel Officer may request that the complaint be put in writing.

If the complaint is in writing, the Supervisor, Department Head or Personnel Officer shall respond in writing.

#### 17.5 Grievance Procedure - Department Level

A complaint should be considered within the department whenever possible.

The employee should bring the complaint to the attention of the immediate supervisor as soon as possible. If the employee does not bring the complaint to the attention of the supervisor within ten (10) working days of the date of the action or incident causing the complaint, it is considered a waiver of the employee's right to submit the complaint (unless the action or incident is part of an on-going pattern of behavior).

The supervisor shall consider the complaint and notify the complainant of the supervisor's action or decision within ten (10) working days from the date the complaint was submitted.

If the matter cannot be settled by the immediate supervisor, or if the complainant is still dissatisfied after the supervisor's decision, he/she may submit the complaint to the Department Head. The complaint should be submitted to the Department Head within ten (10) working days from the date of the supervisor's decision.

The Department Head shall confer with the complainant, the Supervisor and such other persons as may be necessary to gather all the facts and to find a solution. The Department Head must take action and so notify the complainant

of the supervisor's action or so notify the complainant within ten (10) working days.

#### 17.6 Grievance Procedure - Personnel Officer Review

If the complainant is not satisfied with the Department Head's decision, he/she may within ten (10) working days of the date of the Department Head's decision, request in writing a meeting with the Personnel Officer. If no request is received within ten (10) working days, the complaint procedure ends.

Upon receiving a written request, the Personnel Officer shall within ten (10) working days discuss the complaint with the complainant, and any other persons involved.

The Personnel Officer shall render a decision in writing to the complainant, with a copy to the Department Head, within ten (10) working days.

#### 17.7 Grievance Procedure - City Manager Review

If the complainant is not satisfied with the Personnel Officer's decision, he/she may within ten (10) working days of the date of the Personnel Officer's decision, request in writing a meeting with the City Manager. If no request is received within ten (10) working days, the complaint procedure ends.

Upon receiving a written request, the City Manager shall within ten (10) working days discuss the complaint with the complainant, and any other persons involved.

The City Manager shall render a decision in writing to the complainant, with a copy to the Personnel Officer within ten (10) working days. The decision of the City Manager is final.

#### 17.8 Extension of Time Limit

Any time limit or stage of procedure in this rule may be waived for good cause and with the consent of both parties.

### **ARTICLE XIV** **DUE PROCESS IN** **INVESTIGATIONS AND DISCIPLINARY MATTERS**

The City affirms its commitment to comply fully with the provisions of the Public Safety Officers' Procedural Bill of Rights Act, as amended, with respect to investigations and disciplinary actions involving those employees who are covered by the Act (i.e., sworn members of the Association).

With respect to the Association's non-sworn members, the City affirms its commitment to comply fully with the requirements of Rule 13 of the City's Personnel Rules & Regulations pertaining to disciplinary action, including but not limited to those subsections setting forth employees' due process rights in connection with disciplinary actions, to wit: subsections 13.6 ("Policy and Procedure for Disciplinary Action"), 13.7 ("Notice of Disciplinary Action", and 13.8 ("Post-Disciplinary Appeal Procedure").

## **ARTICLE XV**

### **MASTER OFFICER/CORPORAL/SERGEANT PROGRAM**

#### **Section A.**            **Master Police Officer Program**

**1. Police Officers**    Police Officers will be eligible for Master Police Officer ("MPO") designation upon satisfying the following:

- a. A minimum of twelve and one-half (12.5) years of service as a sworn member of the Pleasant Hill Police Department;
- b. Successful completion of a minimum of three (3) separate special duty assignments; and
- c. Possession of an Advanced California P.O.S.T. certificate.

**2. Lateral Peace Officers**    Lateral Peace Officers will be eligible for MPO designation upon satisfying each of the following:

- a. A minimum of six (6) years of service as a sworn member of the Pleasant Hill Police Department;
- b. A sufficient number of years of service as a sworn Peace Officer of another California P.O.S.T. certified agency or agencies, such that the years with the prior agency(ies) and the required six (6) or more years of service with the Pleasant Hill Police Department total at least twelve and one-half (12.5) years of combined sworn Peace Officer service (sworn Peace Officer service with an out of state jurisdiction, in which said state has a reciprocal recognition agreement with California, will be considered qualifying service for this section);
- c. Successful completion of at least three (3) separate special duty assignments, two (2) of which must have been with the Pleasant Hill Police Department. Successful completion of the remaining special duty assignment must be with another California P.O.S.T. certified agency or with an out of state jurisdiction that has a reciprocal recognition agreement with California; and
- d. Possession of an Advanced California P.O.S.T. certificate.



## **Section B.**            **Master Corporal Program**

Corporals will be eligible for Master Corporal (MCpl) designation upon satisfying each of the following:

1. A minimum of twelve and one-half (12.5) years of service as a sworn member of the Pleasant Hill Police Department or the equivalent as set forth in Section A.2.a. above;
2. Either:
  - a. Four (4) years of service at the rank of Corporal with the Pleasant Hill Police Department (which four years may be completed within the overall 12.5 years of required service referenced in Section B.1. above), and successful completion of two (2) separate special duty assignments as a Corporal from the list set forth in Section D.3. below;
  - or
  - b. Five (5) years of service at the rank of Corporal with the Pleasant Hill Police Department (which five years may be completed within the overall 12.5 years of required service referenced in Section B.1. above), successful completion of one (1) special duty assignment as a Corporal (from the list set forth in Section D.3. below), and prior successful completion of one (1) special duty assignment from the list set forth in Section D.2. below;and
3. Possession of an Advanced California P.O.S.T. certificate.

## **Section C.**            **Master Sergeant Program**

Sergeants will be eligible for Master Sergeant (MSgt) designation upon satisfying each of the following:

1. A minimum of twelve and one-half (12.5) years of service as a sworn member of the Pleasant Hill Police Department, or the equivalent as set forth in Section A.2.b. above;
2. Either:
  - a. Four (4) years of service at the rank of Sergeant with the Pleasant Hill Police Department (which four years may be completed within the overall 12.5 years of required service referenced in Section B.1. above), and successful completion of two (2) separate special duty assignments as a Sergeant from the list set forth in Section D.4. below;
  - or
  - b. Five (5) years of service at the rank of Sergeant with the Pleasant Hill Police Department (which five years may be completed within the overall 12.5 years of required service referenced in Section B.1. above), successful

completion of one (1) special duty assignment as a Sergeant (from the list set forth in Section D.4. below), and prior successful completion of one (1) special duty assignment from the list set forth in Section D.2. below;  
and

3. Possession of both an Advanced P.O.S.T. certificate and a Supervisory California P.O.S.T. certificate.

## **Section D. Special Duty Assignments**

**1. For Lateral Officers** Special duty assignments for lateral police officers will include assignments with their former agencies that are comparable to those listed below. The Chief of Police or his/her designee shall be solely responsible for determining the comparability of the former agency special duty assignments.

**2. Officer Special Duty Assignments** Special duty assignments for police officers shall include only the following:

- a. Detective or TASK Force Detective.
- b. Community Resource Officer.
- c. School Resource Officer.
- d. TNT Negotiator.
- e. Motor Officer.
- f. Canine Handler Officer.
- g. Field Training Officer.
- h. Corporal prior to August 1, 2000.
- i. DARE Officer.
- j. Academy TAC Officer.
- k. SWAT team member.
- l. Departmental Instructor for one (1) of the following three (3) courses: Firearms, Defensive Tactics, Impact Weapons. (Note: This shall count as only one (1) Special Duty Assignment, even if an individual teaches more than one (1) of the three (3) courses.)
- m. Field Evidence Technician (C.S.I.)

**3. Corporal Special Duty Assignments** Special duty assignments for corporals shall include the following:

- a. Detective Corporal.
- b. SWAT member as a corporal.
- c. TNT member as a corporal.
- d. Training manager as a corporal.
- e. Academy TAC corporal.
- f. Field Evidence Technician (C.S.I.)
- g. Departmental Instruction for one (1) of the following three (3) courses: Firearms, Defensive Tactics, Impact Weapons. (Note: This shall count as

only one (1) Special Duty Assignment, even if an individual teaches more than one (1) of the three (3) courses.)

**4. Sergeant Special Duty Assignments** Special duty assignments for sergeants shall include the following:

- a. Detective Sergeant.
- b. Training Manager – Sergeant.
- c. SWAT member as a sergeant.
- d. TNT member as a sergeant.
- e. Traffic Sergeant.
- f. Academy TAC Sergeant.
- g. Departmental Instructor for one (1) of the following three (3) courses: Firearms, Defensive Tactics, Impact Weapons. (Note: This shall count as only one (1) Special Duty Assignment, even if an individual teaches more than one (1) of the three (3) courses.)

**5. Fulfillment of Special Duty Assignments – Defined**

- a. Successful completion of a special duty assignment requires at a minimum completion of the minimum tenure requirements of each special duty assignment (as set forth in Article XI, Section B of this Agreement [“Special Duty Selection Procedure” – minimum and maximum lengths of appointment]).
  - b. Successful completion of a special duty assignment further requires an overall evaluation of at least “meets standards” or “good”.
  - c. SWAT and TNT will each be considered a successful completed special duty assignment upon completion of two (2) years of continuous service with the appropriate team.
  - d. Field Training Officer (FTO) will be considered a successfully completed special duty assignment when the officer has served as an FTO for a minimum of one (1) year and has trained at least two (2) trainees through one (1) complete phase of the training cycle.
- Special duty assignments shall not be made solely for the purpose of qualifying an officer, corporal or sergeant for the Master designation.

**Section E. Responsibilities**

The performance dimensions for a MPO, MCpl or MSgt will include, in addition to the dimensions for Police Officer, Police Corporal and Police Sergeant, the following:

- a. Acting as a mentor offering counsel, advice and training of fellow officers in developmental areas not limited to informal briefing or formal in-service training; and

- b. Providing advice and counsel in areas of their specific expertise that will provide benefits to their fellow officers, the Department, the City, and the Community.

#### **Section F.**            **Application Process**

Each officer is individually responsible for initiating the application process for the Master designation and for providing the necessary supporting documentation. The Police Administration shall cooperate in the procurement of necessary supporting documentation.

#### **Section G.**            **Pay Differential**

Police Officers, Corporals and Sergeants who achieve the Master designation shall receive a five percent (5%) pay differential which shall be included in the employee's base pay. This pay differential is not cumulative and does not compound.

### **ARTICLE XVI** **ICMA VANTAGECARE RETIREE HEALTH SAVINGS PLAN** **("RHS PLAN") FOR POST RETIREMENT HEALTHCARE COSTS**

An RHS Plan shall be established to provide for post-retirement healthcare costs with contributions to be made as set forth in Article IX, Section A.2.d and Article X, Benefits, Section F2.

### **ARTICLE XVII** **WORK ACTIONS**

No lockout of employees represented by the Association shall be instituted by the City during the term of this Agreement. The Association agrees that during the term of this Agreement, the Employees shall not engage in or support strikes, work stoppages, work slowdowns, boycotts, or other direct or indirect work actions against the City. Any employee participating in these prohibited activities may be disciplined by the City.

### **ARTICLE XVIII** **FULL AGREEMENT**

It is understood this Agreement represents a complete and full understanding on all negotiable issues between the City and the Association. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the City and the Association except as specifically referred to in this Agreement. The parties, for the term of this Agreement, voluntarily and

unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and such action is proposed by the City, the Association shall be afforded notice and shall have the right to meet and confer upon request.

#### **ARTICLE XIX** **SAVINGS CLAUSE**

If any provisions of this Agreement should be held invalid by operation of law by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision within a thirty (30) work day period. If no Agreement has been reached, the parties agree to invoke the provision of impasse under Section 6 of City Resolution No. 25 – 77.

#### **ARTICLE XX** **TERM OF AGREEMENT**

This Agreement shall be effective as of August 1, 2009 and shall continue in full force and effect through midnight, July 31, 2011.

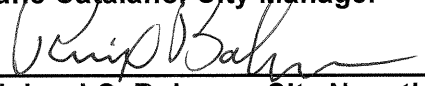
#### **ARTICLE XXI** **CLASSIFICATIONS WITHIN THE ASSOCIATION**

The City recognizes the Association as the sole and exclusive representative for the Pleasant Hill Police Association bargaining unit consisting of the following classifications, as well as any new classifications which may be assigned to this representation unit by the City Manager: Community Service Officer I; Community Service Officer II; Dispatcher I; Dispatcher II; Police Trainee; Support Services Supervisor; Police Officer; Corporal; Police Sergeant.

#### **CITY OF PLEASANT HILL**

  
\_\_\_\_\_  
Michael G. Harris, O.D. Mayor

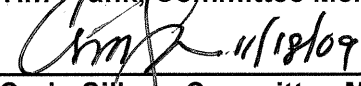
  
\_\_\_\_\_  
June Catalano, City Manager

  
\_\_\_\_\_  
Richard C. Bolanos, City Negotiator

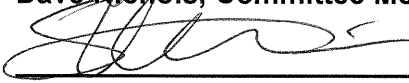
#### **PLEASANT HILL POLICE ASSOCIATION**

  
\_\_\_\_\_  
Larry Criner, President

  
\_\_\_\_\_  
Tim Frank, Committee Member

  
\_\_\_\_\_  
Craig Sillers, Committee Member

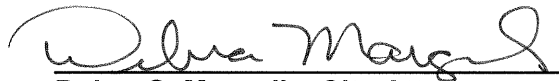
  
Dave Nichols, Committee Member

  
Steve Dexheimer, Committee Member

  
Claudia Gallup, Committee Member

  
Leo Tamisiea, Association Negotiator

APPROVED AS TO FORM:

  
Debra S. Margolis, City Attorney

## EXHIBIT B

### MATERNITY LEAVE POLICY

The City of Pleasant Hill shall have the following maternity policy, subject to the approval of the City Manager.

1. Leave of absence without pay for up to but no more than four and one-half (4 ½) continuous calendar months (18 weeks). The leave shall be continuous and will include all pre-delivery, delivery, and post-delivery requests for leave.
2. The employee may, upon approval, use accumulated vacation and compensatory time prior to being placed on Leave of Absence without pay.
3. Sick leave may be used during this leave where medically justified per the provisions of the Personnel Rules. Any and all visits to the doctor during pregnancy will be charged to the employee's accumulated sick leave. Sick leave may not be utilized by an employee during pregnancy and post child birth, unless the treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job.
4. Long Term Disability may be applied for in the event a treating doctor verifies that complications have arisen that constitute an illness that now prevents the employee performing on the job. Appropriate waiting periods will apply.
5. The employee is required to pay her medical, dental and life insurance premiums during the Leave of Absence Without Pay if she wishes to have continued medical and dental coverage.
6. The employee shall not earn sick leave or service credit while on Leave of Absence Without Pay.
7. The four and one-half (4 ½) months (18 weeks) Leave of Absence will be the absolute maximum allowed for pregnancy leave, must be continuous, and can only be exceeded by a treating doctor's written verification that complications have arisen that constitute an illness that now prevents the employee performing on the job. In the absence of a doctor's written verification of medical emergency illness, failure to report back to work after four and one-half (4 ½) months leave, shall constitute abandonment of position.
8. Maternity leave shall be requested in writing upon a form provided by Personnel. The form will refer to this policy and will require acknowledgement by signature that all provisions of this policy are understood.

CITY OF PLEASANT HILL - POLICE ASSOCIATION

EFFECTIVE 08/01/2009 - 0.00%

RANGE	A	B	C	D	E	F	POSITION
20	3324	3524	3696	3885	4074	4281	
25	3494	3734	3927	4118	4324	4541	
28	3606	3826	4020	4216	4431	4651	COMMUNITY SERVICE OFFICER I
32	3686	3916	4113	4319	4534	4763	
33	3691	3918	4118	4323	4541	4769	
37	3763	4018	4212	4425	4647	4881	COMMUNITY SERVICE OFFICER II
38	3805	4022	4226	4435	4660	4894	
42	3850	4111	4315	4533	4759	4993	
46	3906	4212	4426	4647	4881	5117	
49	3990	4226	4432	4660	4894	5146	
51	4067	4315	4531	4759	4993	5246	
52	4086	4342	4557	4781	5021	5276	
55	4148	4425	4647	4881	5117	5377	
56	4177	4429	4660	4894	5146	5400	
57	4271	4530	4759	4995	5245	5506	DISPATCHER I
60	4343	4604	4834	5076	5330	5597	
61	4346	4620	4852	5099	5349	5618	
65	4386	4647	4881	5117	5377	5646	
70	4467	4759	4993	5246	5510	5784	DISPATCHER II
75	4599	4881	5122	5377	5647	5932	
80	4656	4993	5242	5510	5784	6078	
83	4821	5062	5316	5584	5864	6157	
112	4440	0	0	0	0	0	POLICE TRAINEE
115	4717	5017	5266	5528	5805	6094	
116	5105	5427	5696	5981	6280	6593	POLICE OFFICER
117	5148	5469	5740	6028	6327	6645	
118	5361	5701	5983	6278	6594	6922	CORPORAL/SUPPORT SERVICES SUPERVISOR
120	5255	5677	5959	6257	6569	6896	
125	5479	5818	6108	6416	6736	7071	
130	5605	6039	6342	6661	6993	7342	
141	5995	6362	6676	7012	7364	7733	POLICE SERGEANT